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ruptcy are void, the lien of an attachment is created when the levy is made, and does not depend on the judgment.

[Ed. Note.—For other cases, see Bankruptcy, Cent. Dig. §§ 297-300; Dec. Dig. § 200.*]

5. Bankruptcy (§ 216*)—Distribution of Estate—Liens—Dissolution—Pleading.—After an attachment was levied the debtor was adjudged a bankrupt, and the trustee in bankruptcy filed a petition in the attachment proceedings and moved to abate the attachment, stating verbally that his grounds were that the attachment was void under Bankruptcy Act July 1, 1898, c. 541, § 67f, 30 Stat. 565 (U. S. Comp. St. 1901, p. 3450), relating to liens created within four months before the petition in bankruptcy, and was informed that the motion would be resisted because the trustee had not shown that the bankrupt was insolvent at the time the lien was created. The trustee announced that he was willing that the court should take the case for decision on the record. Held that, after decision against him, the trustee was not entitled to file an amended and supplemental petition, setting forth the same grounds contained in the motion to abate in order to secure an opportunity to produce the evidence he might have produced under the former petition.

[Ed. Note.—For other cases, see Bankruptcy, Dec. Dig. § 216.*]

HOOVER v. BAUGH et al.

Nov. 19, 1908.

[62 S. E. 968.]

1. Specific Performance (§ 97*)—Persons Entitled to Specific Performance—Subvendee.—A subvendee of a part of the land agreed to be conveyed cannot compel specific performance by the original vendor except upon payment of the whole amount due from the original vendee for the entire tract, as all the land would stand as security for the entire amount due the vendor.

[Ed. Note.—For other cases, see Specific Performance, Cent. Dig. § 289; Dec. Dig. § 97.*]

2. Specific Performance (§ 41*)—Contract Enforcible—Part Performance of Oral Contract.—Equity will compel the specific performance of a parol contract to sell land where it is certain and definite, and there has been such part performance thereunder that neither party can be restored to his former position.

[Ed. Note.—For other cases, see Specific Performance, Cent. Dig. §§ 120-122; Dec. Dig. § 41.*]

3. Specific Performance (§ 47*)—Contracts Enforcible—Part Performance—Improvements and Expenditures—Sufficiency.—Where

*For other cases see same topic and section NUMBER in Dec. & Am. Digs. 1907 to date, & Reporter Indexes.

complainant's only acts of part performance under an oral contract to convey were the cutting of briars off the land so as to pasture it, and, after taking possession, the making of costly improvements on his house on an adjoining lot, which would not have been made except on the expectation of acquiring title to the other lot, such acts were capable of compensation in damages, and specific performance was not necessary to give adequate relief.

[Ed. Note.—For other cases, see Specific Performance, Cent. Dig. § 132; Dec. Dig. § 47.*]

4. Frauds, Statute of (§ 74*)—Real Property—Contracts for Sale—Oral Contracts—"Verbal Agreement for Sale of Land."—Where the owner agreed in writing to convey land, and his vendee thereafter agreed verbally to convey a part of the land to complainant, to which agreement the owner verbally assented, the contract to convey to complainant was a verbal agreement for the sale of land within the statute of frauds (Code. § 2840), and not merely an agreement by the original owner to release his vendor's lien on a part of the land.

[Ed. Note.—For other cases, see Frauds, Statute of, Cent. Dig. §§ 123-131; Dec. Dig. § 74.*]

5. Specific Performance (§ 114*)—Proceedings—Pleading—Offer to Perform—Necessity.—A bill for the specific performance of a contract to convey, which did not offer to perform the contract or ask for its enforcement, was bad on demurrer.

[Ed. Note.—For other cases, see Specific Performance, Cent. Dig. § 368; Dec. Dig. § 114.*]

BERTRAM *v.* COMMONWEALTH.

Nov. 19, 1908.

[62 S. E. 969.]

1. Statutes (§ 114*)—Title—Sufficiency.—The provisions of Acts 1885-86, p. 405, c. 364, entitled "An act to incorporate the Virginia Pharmaceutical Association and to regulate the practice of pharmacy and to guard the sale of poisons in the state of Virginia," relate to the main subject expressed in the title, and are germane to, and not incongruous with, the general purpose of the enactment, and are not in conflict with Const. 1869, art. 5, § 15, providing that no law shall embrace more than one subject, which shall be expressed in its title.

[Ed. Note.—For other cases, see Statutes, Cent. Dig. § 147; Dec. Dig. § 114.*]

2. Statutes (§ 146*)—Codification—Effect.—Where the provisions of an act are incorporated into the Code of 1887, which constitutes

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